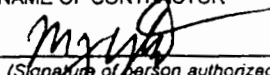
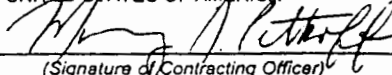


| | | | | | | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------|-----------|-----------------------|-------------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ⇒ | | RATING DO-C9 | | PAGE OF PAGES 1 65 | |
| 2. CONTRACT NO. (Proc. Inst. Ident.) NO. NAS5-00170 | | 3. EFFECTIVE DATE August 1, 2000 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. See Page 1A | | | |
| 5. ISSUED BY: CODE 219 National Aeronautics and Space Administration Goddard Space Flight Center Greenbelt Road Greenbelt, MD 20771 | | 6. ADMINISTERED BY (If other than item 5) CODE 219 | | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP) SGT, Incorporated 7701 Greenbelt Road Suite 400 Greenbelt, Maryland 20770 | | | | CODE ONWP5 | | FACILITY CODE | |
| 8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER | | 9. DISCOUNT FOR PROMPT PAYMENT N/A | | | | | |
| 10. SUBMIT INVOICES (4 copies unless other-wise specified) TO THE ADDRESS SHOWN IN: ⇒ ITEM Clause G.4 – Submission of Vouchers | | | | | | | |
| 11. SHIP TO/MARK FOR CODE See Clause F.4 – F.O.B. Destination | | | | 12. PAYMENT WILL BE MADE BY: CODE 151.3A Accounts Payable Team NASA/Goddard Space Flight Center Greenbelt, MD 20771 | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN N/A <input type="checkbox"/> 10 U.S.C. 2304(c) <input type="checkbox"/> 41 U.S.C. 253(c) | | | | 14. ACCOUNTING AND APPROPRIATION DATA See attached sheet | | | |
| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | | | 15C. QTY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
| | Goddard Institute for Space Studies | | | | | Estimated Cost | \$2,905,672 |
| | Contract Type: Cost-Plus-Award-Fee Contract Specialist: Julie Janus, Code 219 COTR: Dr. Larry Travis, Code 940 | | | | | Available Award Fee | \$123,491 |
| 15G. TOTAL AMOUNT OF CONTRACT ⇒ | | | | | | | \$3,029,163 |

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

| | | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|
| 17 <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 3 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents (s) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | 18. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) Matthew Yetman, VP Finance & Admin | | 20A. NAME OF CONTRACTING OFFICER Mary J. Petkoff | |
| 19B. NAME OF CONTRACTOR BY  (Signature of person authorized to sign) | 19C. DATE SIGNED 6/7/00 | 20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer) | 20C. DATE SIGNED 6/8/00 |

FILE COPY

Block 14. ACCOUNTING AND APPROPRIATION DATA:

B/NC: 257

PPC: PF

| <u>PCN</u> | <u>JON</u> | <u>BLI</u> | <u>APP</u> | <u>OC</u> | <u>AMT</u> |
|----------------|------------------|------------|---------------|-----------|----------------|
| 940-14209A(1C) | 940-291-01-03-78 | B401 | 809/00110(99) | 94-2529 | \$0 |
| 940-14203A(1C) | 940-291-01-03-78 | B401 | 809/00110(99) | 94-2529 | \$0 |
| 940-63364A(1C) | 940-291-01-91-78 | B401 | 800/10110(00) | 94-2529 | \$150,000 |
| 940-63364B(1C) | 940-621-82-80-78 | B401 | 800/10110(00) | 94-2529 | \$300,000 |
| 940-63364C(1C) | 941-621-82-80-78 | B401 | 800/10110(00) | 94-2529 | \$38,356 |
| 940-63364D(1C) | 941-622-59-04-78 | B401 | 800/10110(00) | 94-2529 | \$5,000 |
| 940-63364E(1C) | 941-622-82-10-78 | B401 | 800/10110(00) | 94-2529 | \$12,375 |
| 940-63364F(1C) | 941-622-82-33-78 | B401 | 800/10110(00) | 94-2529 | <u>\$7,950</u> |
| | | | | TOTAL | \$513,681 |

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SUPPLIES OR SERVICES AND PRICE/COST

B.1 DELIVERABLE REQUIREMENTS (GSFC 52.211-90) (OCT 1988)

The Contractor shall provide scientific, technical, computer, and administrative support services to the Goddard Institute for Space Studies (GISS) in accordance with Section J, Attachment A, Statement of Work dated June 28, 1999. In addition, the Contractor shall provide the following deliverable documentation and reports: and/or deliver the following:

| <u>Item</u> | <u>Description</u> | <u>Reference</u> |
|-------------|---------------------------------------------------------|----------------------------|
| 1 | Requirements of the SOW | Section J, Attachment A |
| 2 | Reports of Work | Clause C.2 |
| 3 | Year 2000 Compliance Documentation | Clause C.3 |
| 4 | Insurance Notification | Clause I.8 |
| 5 | Financial Management Reports | Clause G.1 |
| 6 | Foreign Travel Reports | Clause G.7 |
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| 9 | Telephone Certification | Clause H.3 |
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| 11 | Contractor Operating Plan | Clause H.4 |
| 12 | Safety and Health Plan | Clause H.6 |

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SUPPLIES OR SERVICES AND PRICE/COST

| | | |
|----|-------------------------------------------------------|----------------------------|
| 13 | Contractor Surveillance Plan | Clause I.11 |
| 14 | Reports Specified in Semi-Annual Mission Forecasts | Section J, Attachment A |

(End of clause)

B.2 NONPROPOSED COSTS (GSFC 52.216-94) (FEB 1991)

(a) The total estimated cost of this contract includes the following estimated costs:

| <u>Cost Element</u> | <u>Estimated Cost</u> |
|---------------------|-----------------------|
| Materials | \$1,936,699 |
| Non-local travel | \$ 104,020 |

(b) These costs are the Government's best estimate of what the actuals will be. There will be no adjustment in the fee(s) of the contract should the actuals be different than these estimates, unless additional effort is added to the contract or there is a change to the contract under the Changes clause of this contract which impacts these estimates.

(End of clause)

SECTION B OF CONTRACT NAS5-00170

SUPPLIES OR SERVICES AND PRICE/COST

B.3 PHASE-OUT COST CEILING--EMPLOYEE RELATED (GSFC 52.231-94)
(MAR 2000)

(a) If a succeeding contract is not awarded to the Contractor, the parties agree that the reimbursement of costs to the Contractor for employee related phase-out costs will not exceed a ceiling cost of \$0. This amount does not include a fee and is in addition to the estimated cost and any fee(s) stated elsewhere in this contract.

(b) As used in this clause, the term "employee related phase-out costs" means those allocable, allowable and reasonable costs that constitute compensation to any employee or which relate to his or her benefit, including relocation expenses and which are incurred solely as a result of a succeeding contract not being awarded or an option for continued performance not being exercised. The term excludes those costs that constitute regular compensation and allowances associated with performing work under this contract.

(c) Employee related phase-out costs are subject to the ceiling in paragraph (a) and are allowable only if incurred during the longer of the following--

(1) From the date the Contractor is notified in writing by the Contracting Officer that a succeeding contract will not be awarded, or that an option for continued performance will not be exercised, and extending through the contract term of performance.

(2) For a period of 30 days from the date of such written notice. In the absence of a written notice, this period shall be considered to commence 30 days prior to the end of the contract term.

(d) Employee related phase-out costs, as incurred under the terms of this clause, shall be reported separately on the NASA 533 financial reports required by this contract and shall be a separate line item on the vouchers submitted for reimbursement of

SECTION B OF CONTRACT NAS5-00170

SUPPLIES OR SERVICES AND PRICE/COST

costs.

(e) This clause does not preclude the incurrence, or restrict the amount, of any other phase-out costs, such as training and assistance to the successor contractor, provided such costs are authorized under the terms of this contract.

(End of clause)

B.4 ESTIMATED COST INCREASES (GSFC 52.232-94) (SEP 1998)

(a) The requirements of this clause are in conjunction with the Limitation of Cost clause or the Limitation of Funds clause of this contract.

(b) The Contractor shall notify the Contracting Officer in writing when the Contractor has reason to believe that the total cost for performance of this contract, exclusive of any fee, will be either greater or substantially less than the total estimated cost stated in this contract. Notification shall not be delayed pending preparation of a proposal.

(c) A proposal is required to support a request for an increase in the estimated cost of the contract. The proposal should be submitted as soon as possible after the above notification but no later than 115 days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the proposal and to mutually establish any increase in estimated cost with the Contractor.

(d) (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:

Incurred costs to date
Projected cost to completion
Total cost at completion
Current negotiated estimated cost

SECTION B OF CONTRACT NAS5-00170

SUPPLIES OR SERVICES AND PRICE/COST

Requested increase in estimated cost

(2) The projected cost to completion shall consist of the following other than cost or pricing data unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:

(i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.

(ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.

(End of clause)

B.5 PAYMENT FOR OVERTIME PREMIUMS (52.222-2) (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work--

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature:

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting:

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances' and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise, or

(4) That will result in lower overall costs to the Government.

SECTION B OF CONTRACT NAS5-00170

SUPPLIES OR SERVICES AND PRICE/COST

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit: e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi shift operations or by employing additional personnel.

(End of clause)

B.6 ESTIMATED COST AND AWARD FEE (18-52.216-85) (SEPTEMBER 1993)

The estimated cost of this contract is \$2,905,672. The maximum available award fee, excluding base fee, if any, is \$123,491. The base fee is \$0. Total estimated cost, base fee, and maximum award fee are \$3,029,163

(End of clause)

B.7 CONTRACT FUNDING (1852.232-81) (JUN 1990)

(a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount

SECTION B OF CONTRACT NAS5-00170

SUPPLIES OR SERVICES AND PRICE/COST

allotted by the Government to this contract is \$492,740. This allotment is for cost and covers the following estimated period of performance: September 22, 2000.

(b) An additional amount of \$20,941 is obligated under this contract for payment of fee.

(End of clause)

B.8 PENSION PORTABILITY (1852.237-71) (JAN 1997)

(a) In order for pension costs attributable to employees assigned to this contract to be allowable costs under this contract, the plans covering such employees must:

(1) Comply with all applicable Government laws and regulations;

(2) Be a defined contribution plan, or a multiparty defined benefit plan operated under a collective bargaining agreement. In either case, the plan must be portable, i.e., the plan follows the employee, not the employer;

(3) Provide for 100 percent employee vesting at the earlier of one year of continuous employee service or contract termination; and

(4) Not be modified, terminated, or a new plan adopted without the prior written approval of the cognizant NASA Contracting Officer.

(b) The Contractor shall include paragraph (a) of this clause in subcontracts for continuing services under a service contract if:

(1) The prime contract requires pension portability;

(2) The subcontracted labor dollars (excluding any burdens or profit/fee) exceed \$2,500,000 and ten percent of the total prime contract labor dollars (excluding any burdens or profit/fee); and

(3) Either of the following conditions exists:

(i) There is a continuing need for the same or similar subcontract services for a minimum of five years (inclusive of options), and if the subcontractor changes, a high percentage of

SECTION B OF CONTRACT NAS5-00170
SUPPLIES OR SERVICES AND PRICE/COST

the predecessor subcontractor's employees are expected to remain with the program; or

(ii) The employees under a predecessor subcontract were covered by a portable pension plan, a follow-on subcontract or a subcontract consolidating existing services is awarded, and the total subcontract period covered by the plan covers a minimum of five years (including both the predecessor and successor subcontracts).

(End of clause)

B.9 OPTION TO EXTEND--SERVICE CONTRACT (GSFC 52.217-93)
(DEC 1992)

This contract may be extended at the option of the Government in accordance with FAR clause 52.217-9, "Option to Extend the Term of the Contract" in Section I. The option periods and prices or costs and any fees are as follows:

| <u>Option</u> | <u>Period</u> | | <u>Amount</u> |
|---------------|---------------------------------------------|-------|------------------|
| 1 | 1 Year from the Effective Date of Contract | Cost | \$2,992,842 |
| | | Fee | <u>\$127,196</u> |
| | | Total | \$3,120,038 |
| 2 | 2 Years from the Effective Date of Contract | Cost | \$3,082,627 |
| | | Fee | <u>\$131,012</u> |
| | | Total | \$3,213,639 |
| 3 | 3 Years from the Effective Date of Contract | Cost | \$3,175,106 |
| | | Fee | <u>\$134,942</u> |
| | | Total | \$3,310,048 |
| 4 | 4 Years from the Effective Date of Contract | Cost | \$3,270,360 |
| | | Fee | <u>\$138,990</u> |
| | | Total | \$3,409,350 |

SECTION B OF CONTRACT NAS5-00170
SUPPLIES OR SERVICES AND PRICE/COST

(End of clause)

B.10 LIMITATION OF INDIRECT COSTS (GSFC 52.231-90) (FEB 1995)

a. Within each of the Contractor's fiscal years, the Contractor shall not charge or be reimbursed by the Government, under this or any other Government contract, for indirect costs in excess of the individual indirect expense dollars derived by the application of the following indirect cost ceiling rates to the appropriate base(s) set forth below.

| <u>Indirect Cost</u> <u>Percentage</u> | <u>Base of Application</u> |
|-------------------------------------------|-------------------------------|
| On-Site Overhead | On-Site Direct Labor Dollars |
| Off-Site Overhead | Off-Site Direct Labor Dollars |
| G&A | Total Costs through G&A |

b. The limitations may be adjusted at the discretion of the Contracting Officer to the extent that increases to the Contractor's indirect costs are caused by:

(i) New or revised statutes and court decisions and/or written ruling or regulation by the Internal Revenue Service or any other taxing authority.

(ii) Wage determinations and/or regulations issued by the Department of Labor pursuant to the Service Contract Act of 1965, as amended.

(iii) Expenditure of less than 70% of the prorated amount (for the contractors fiscal year proportionate to the contract term associated with that fiscal year) of any stated target level of effort established in this contract.

SECTION B OF CONTRACT NAS5-00170

SUPPLIES OR SERVICES AND PRICES/COST

c. A proposal for any adjustment under paragraph (b) must be in sufficient detail to establish that the cause of the amount of adjustment requested was solely due to the permitted conditions stated in the paragraph. It must be submitted no later than 60 days after the condition(s) become known, or should have become known, to the Contractor. The amount of adjustment, if any, is at the discretion of the Contracting Officer and shall not be subject to the Disputes clause.

(End of clause)

SECTION C OF CONTRACT NAS5-00170

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE OF WORK (GSFC 52.211-91) (FEB 1991)

The Contractor shall provide the personnel, materials, and facilities, except as otherwise provided in this contract necessary to perform the work as set forth in the Statement of Work (Section J, Attachment A) and to furnish the items specified in Section B of this contract in accordance with the following:

Statement of Work dated June 28, 1999

(End of clause)

C.2 REPORTS OF WORK--RESEARCH AND DEVELOPMENT (GSFC 52.235-90)
(JUN 1999)

(a) Monthly progress reports. The Contractor shall submit separate monthly progress reports of all work accomplished during each month of contract performance. Reports shall be in narrative form and brief and informal in content. They shall include a quantitative description of overall progress, an indication of any current problems which may impede performance and proposed corrective action, and a discussion of the work to be performed during the next monthly reporting period.

(b) Quarterly progress reports. The Contractor shall submit separate quarterly reports of all work accomplished during each three-month period of contract performance. In addition to factual data, these reports shall include a separate analysis section which interprets the results obtained, recommends further action, and relates occurrences to the ultimate objectives of the contract work. Sufficient diagrams, sketches, curves, photographs, and drawings shall be included to convey the intended meaning.

(c) Final report. The Contractor shall submit a final report which documents and summarizes the results of the entire contract

SECTION C OF CONTRACT NAS5-00170

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

work, including recommendations and conclusions based on the experience and results obtained. The final report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the contract.

(d) Report Documentation Page. The copies provided to the Center for Aerospace Information shall have a completed Standard Form 298, Report Documentation Page, as the last page. Refer to NASA FAR Supplement clause 1852.235-70, "Center for Aerospace Information" of this contract.

(e) Submission. The Contractor shall submit the reports required by this clause as follows:

[M=Monthly, Q=Quarterly, F=Final]

| Copies | Report Type | Addressee | Mail Code |
|--------|-------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 1 | M,Q,F | Contracting Officer | 219 |
| 1 | M,Q,F | Contracting Officer's Technical Representative (COTR) | 940 |
| 1 | F | Publications and Graphics Services | 253.1 |
| 2 | M,Q,F | Center for Aerospace Information (CASI) Attn: Accessioning Department Parkway Center 7121 Standard Drive Hanover, MD 21076-1320 | |

SECTION C OF CONTRACT NAS5-00170

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

(f) Submission dates. Monthly and quarterly reports shall be submitted by the 15th day of the month following the month or quarter being reported. If the contract is awarded beyond the middle of a month, the first monthly report shall cover the period from award until the end of the following month. No monthly report need be submitted for the third month of contract effort for which a quarterly report is required. No quarterly report need be submitted for the final three months of contract effort since that period will be covered in the final report. The final report shall be submitted within 30 days after the completion of the effort under the contract.

(End of clause)

C.3 YEAR 2000 COMPLIANCE (MAY 1998) (Procurement Information Circular 98-8)

(a) Definition: Year 2000 compliant, as used in this clause, means that the information technology (hardware, software and firmware, including embedded systems or any other electro-mechanical or processor-based systems used in accordance with its associated documentation) accurately processes date and date-related data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology, used in combination with the information technology being acquired, properly exchanges date and date-related data with it.

(b) Any information technology provided, operated and/or maintained under this contract is required to be Year 2000 compliant. To ensure this result, the Contractor shall provide documentation describing how the IT items or services demonstrate Year 2000 compliance, consisting of: standard product literature, and/or test reports, and/or certification.

(c) The Contractor warrants that any IT items or services provided under this contract that involve the processing of date

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DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

and date-related data are Year 2000 compliant. If the contract requires that specific listed products must perform as a system in accordance with the foregoing warranty, then that warranty shall apply to those listed products as a system.

(d) The remedies available under this warranty shall include repair or replacement, at no additional cost to the Government, of any provided items or services whose non-compliance is discovered and made known to the Contractor in writing within 90 days after acceptance. In addition, all other the terms and limitations of the Contractor's standard commercial warranty or warranties shall be available to the Government for the IT items or services acquired under this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract with respect to defects other than Year 2000 performance.

(End of clause)

SECTION D OF CONTRACT NAS5-00170

PACKAGING AND MARKING

[THERE ARE NO CLAUSES IN THIS SECTION.]

SECTION E OF CONTRACT NAS5-00170

INSPECTION AND ACCEPTANCE

E.1 ACCEPTANCE--SINGLE LOCATION (GSFC 52.246-92) (SEPT 1989)

The Contracting Officer or authorized representative will accomplish acceptance at the Goddard Space Flight Center. For the purpose of this clause, the Contracting Officer's Technical Representative named in this contract is the authorized representative. The Contracting Officer reserves the right to unilaterally designate a different Government agent as the authorized representative. The Contractor will be notified by a written notice or by a copy of the delegation of authority if different representative is designated.

(End of clause)

E.2 SECTION E CLAUSES INCORPORATED BY REFERENCE

(52.246-5) INSPECTION OF SERVICES--COST-REIMBURSEMENT
(APR 1984)

(End of By Reference Section)

E.3 INSPECTION SYSTEM RECORDS (GSFC 52.246-102 (OCT 1988)

The Contractor shall maintain records evidencing inspections in accordance with the Inspection clause of this contract for 3 years after delivery of all items and/or completion of all services called for by the contract.

(End of clause)

SECTION F OF CONTRACT NAS5-00170

DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE--SERVICES (GSFC 52.237-92) (OCT 1988)

The services specified by this contract shall be performed at the following location(s): Goddard Institute for Space Studies, New York, New York.

(End of clause)

F.2 PERIOD OF PERFORMANCE (18-52.212-74) (DEC 1988)

The period of performance of this contract shall be for one (1) year from the effective date of the contract.

(End of clause)

F.3 SECTION F CLAUSES INCORPORATED BY REFERENCE

(52.242-15) STOP-WORK ORDER (AUG 1989)--ALTERNATE I (APR 1984)

(End of By Reference Section)

F.4 F.O.B. DESTINATION (52.247-34) (NOV 1991)

(a) The term "f.o.b. destination," as used in this clause, means--

(1) Free of expense to the Government, on board the carrier's conveyance, at a specified delivery point where the consignee's facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located, and

(2) Supplies shall be delivered to the destination consignee's wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or "constructive placement" as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an

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DELIVERIES OR PERFORMANCE

act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including "piggyback") is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for "heavy or bulky freight". When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the Contractor uses rail carrier or freight forwarder for less than carload shipments, the Contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

(2) Prepare and distribute commercial bills of lading;

(3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;

(4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;

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DELIVERIES OR PERFORMANCE

(5) Furnish a delivery schedule and designate the mode of delivering carrier; and

(6) Pay and bear all charges to the specified point of delivery.

(End of clause)

SECTION G OF CONTRACT NAS5-00170

CONTRACT ADMINISTRATION DATA

G.1 FINANCIAL MANAGEMENT REPORTING (GSFC 52.242-90) (FEB 2000)

(a) Requirements. This clause provides the supplemental instructions referred to in NASA FAR Supplement (NFS) clause 1852.242-73. The NFS clause and NASA Procedures and Guidelines (NPG) 9501.2C, "NASA Contractor Financial Management Reporting", establish report due dates and all other financial management reporting requirements. NPG 9501.2C permits withholding of payment for noncompliance.

(b) Supplemental instructions. (1) Monthly (NF 533M) reports are required. Quarterly (NF 533Q) reports are also required. One copy shall be provided to each of the following:

Contracting Officer, Code 219

Contracting Officer's Technical Representative, Code 940

Resources Analyst, Code 940

Administrative Contracting Officer, if delegated

(2) The reporting structure shall be in accordance with Attachment B of Section J of this contract.

(c) Web sites. (1) NPG 9501.2C, "NASA Contractor Financial Management Reporting":

http://nodis.hq.nasa.gov/Library/Directives/NASA-WIDE/Procedures/Financial_Management/contents.html

(2) NF 533 Tutorial: (for training purposes only)

<http://genesis.gsfc.nasa.gov/nf533.htm>

(End of clause)

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G.2 REPAIR OR REPLACEMENT OF GOVERNMENT PROPERTY--SPECIAL
CONDITIONS (GSFC 52.245-92) (SEP 1998)

(a) Government property categorized as facilities (defined at FAR 45.301 and NASA FAR Supplement 1845.301) has been provided for the performance of this contract.

(b) Except as specified in paragraph (e) below, the Government will not authorize the replacement of any defective Government property as a direct reimbursable cost under this contract. Replacement shall be at no cost to the Government except as may be permitted by FAR 31.205-11, "Depreciation." However, the Government may authorize and reimburse the repair of defective Government property as stated in paragraph (c). If repair is not approved by the Contracting Officer, the Contractor agrees to replace any defective Government property with property owned or leased by the Contractor. However, such Contractor property need not be identical to the replaced property. Further, replacement may be waived by the Contracting Officer provided the Contractor submits a written request and demonstrates to the satisfaction of the Contracting Officer that the capability to perform the contract in an acceptable and efficient manner is not degraded.

(c) The Government may reimburse the reasonable direct cost for the repair of any Government property for which repair is determined to be an acceptable alternative. In accordance with FAR clause 52.245-5, the Contractor is required to have an approved maintenance/repair program for Government Property. The criteria in this program shall be used to determine when the contractor is required to request approval from the Contracting Officer for repair or replacement of Government property. However, in the absence of a Government approved maintenance/repair program, the Contractor must submit each repair request to the Contracting Officer. When the maintenance program requires the Contractor to inform the Contracting Officer of the need for a repair/replacement decision, the Contractor shall notify the Contracting Officer, in writing, and provide a "not to exceed" dollar amount for the repair of the property and

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a rationale as to why repair is the best alternative considering the age of the property, the nature of the defect(s), and the criticality of the property to the accomplishment of the requirements of the contract. If the Contracting Officer agrees that the property is still needed for contract performance and that repair is an acceptable alternative, the Contracting Officer may authorize the repair. If the Contracting Officer considers that repair is not an acceptable alternative, the Contracting Officer shall notify the Contractor and the replacement equipment or needed equivalent capability shall be provided by the Contractor in accordance with paragraph (b) above. This decision by the Contracting Officer shall not be subject to the Disputes clause of this contract.

(d) In the event that the Contractor is not selected in a subsequent recompetition of this requirement and the facility items replaced as contractor property are not needed for any other purpose, the Contractor is encouraged to offer to sell to the successor contractor any facility items that the successor contractor chooses to buy, at a fair and reasonable price.

(e) This clause shall not apply to the items identified on page 5 of Attachment D in Section J.

(End of clause)

G.3 AWARD FEE FOR SERVICE CONTRACTS (1852.216-76) (MARCH 1998)

(a) The contractor can earn award fee from a minimum of zero dollars to the maximum stated in NASA FAR Supplement clause 1852.216-85, "Estimated Cost and Award Fee" in this contract.

(b) Beginning 6 months after the effective date of this contract, the Government shall evaluate the Contractor's performance every 6 months to determine the amount of award fee earned by the contractor during the period. The Contractor may submit a self-evaluation of performance for each evaluation

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period under consideration. These self-evaluations will be considered by the Government in its evaluation. The Government's Fee Determination Official (FDO) will determine the award fee amounts based on the Contractor's performance in accordance with the GISS performance evaluation plan. The plan may be revised unilaterally by the Government prior to the beginning of any rating period to redirect emphasis.

(c) The Government will advise the Contractor in writing of the evaluation results. The Accounts Payable Section, Code 151.3A, will make payment based on issuance of a unilateral modification by contracting officer.

(d) After 85% of the potential award fee has been paid, the Contracting Officer may direct the withholding of further payment of award fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total potential award fee.

(e) The amount of award fee which can be awarded in each evaluation period is limited to the amounts set forth in the Performance Evaluation Plan. Award fee which is not earned in an evaluation period cannot be reallocated to future evaluation periods.

(f)(1) Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, provisional award fee payments will be made to the Contractor on a monthly basis. The total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80% or the prior period's evaluation score.

(2) Provisional award fee payments will be superseded by the final award fee evaluation for that period. If provisional payments exceed the final evaluation score, the Contractor will either credit the next payment voucher for the amount of such overpayment or refund the difference to the Government, as

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directed by the Contracting Officer.

(3) If the Contracting Officer determines that the Contractor will not achieve a level of performance commensurate with the provisional rate, payment of provisional award fee will be discontinued or reduced in such amounts as the Contracting Officer deems appropriate. The Contracting Officer will notify the Contractor in writing if it is determined that such discontinuance or reduction is appropriate. This determination is not subject to the Disputes clause.

(4) Provisional award fee payments will be made prior to the first award fee determination by the Government.

(g) Award fee determinations made by the Government under this contract are not subject to the Disputes clause.

(End of clause)

G.4 SUBMISSION OF VOUCHERS FOR PAYMENT (18-52.216-87) (MAR 1998)

(a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.

(b) (1) If the contractor is authorized to submit interim cost vouchers directly to the NASA paying office; the original voucher and one copy should be submitted to:

Goddard Space Flight Center
Accounts Payable Section, Code 151.3A
Greenbelt, Maryland 20771

(2) For any period that the Defense Contract Audit Agency has authorized the Contractor to submit interim cost vouchers directly to the Government paying office, interim vouchers are not required to be sent to the Auditor, and are considered to be provisionally approved for payment subject to final audit.

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(3) Copies of vouchers should be submitted as may be directed by the Contracting Officer.

(c) If the contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the contractor shall prepare and submit vouchers as follows:

(1) One original and one copy Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to the Auditor.

(appropriate NASA or DCAA mailing office address for submission of cost vouchers)

(2) (Reserved)

(3) The Contracting Officer may designate other recipients as required.

(d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to the Contracting Officer.

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

(e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of clause)

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G.5 DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (1852.227-72) (JULY 1997)

(a) For purposes of administration of the clause of this contract entitled "New Technology" or "Patent Rights -- Retention by the Contractor (Short Form)", whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

| Title | Office Code | Address (including zip code) |
|-------------------------------|-------------|------------------------------------------|
| New Technology Representative | 750.1 | Goddard Space Flight Greenbelt, MD 20771 |
| Patent Representative | 750.2 | Goddard Space Flight Greenbelt, MD 20771 |

(b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be included in any subcontract hereunder requiring a "New Technology" clause or "Patent Rights -- Retention by the Contractor (Short Form)" clause, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.375-370 of the NASA FAR Supplement.

(End of clause)

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G.6 COMMERCIAL COMPUTER SOFTWARE--LICENSING (1852.227-86) (DECEMBER 1987)

(a) Any delivered commercial computer software (including documentation thereof) developed at private expense and claimed as proprietary shall be subject to the restricted rights in paragraph (d) of this clause. Where the vendor/contractor proposes its standard commercial software license, those applicable portions thereof consistent with Federal laws, standard industry practices, the Federal Acquisition Regulations (FAR) and the NASA FAR Supplement, including the restricted rights in paragraph (d) of this clause, are incorporated into and made a part of this purchase order/contract.

(b) Although the vendor/contractor may not propose its standard commercial software license until after this purchase order/contract has been issued, or at or after the time the computer software is delivered, such license shall nevertheless be deemed incorporated into and made a part of this purchase order/contract under the same terms and conditions as in paragraph (a) of this clause. For purposes of receiving updates, correction notices, consultation, and similar activities on the computer software, the NASA Contracting Officer or the NASA Contracting Officer's Technical Representative/User may sign any agreement, license, or registration form or card and return it directly to the vendor/contractor; however, such signing shall not alter any of the terms and conditions of this clause.

(c) The vendor's/contractor's acceptance is expressly limited to the terms and conditions of this purchase order/contract. If the specified computer software is shipped or delivered to NASA, it shall be understood that the vendor/contractor has unconditionally accepted the terms and conditions set forth in this clause, and that such terms and conditions (including the incorporated license) constitute the entire agreement between the parties concerning rights in the computer software.

(d) The following restricted rights shall apply:

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(1) The commercial computer software may not be used, reproduced, or disclosed by the Government except as provided below or otherwise expressly stated in the purchase order/contract.

(2) The commercial computer software may be--

(i) Used, or copied for use, in or with any computer owned or leased by, or on behalf of, the Government; provided, the software is not used, nor copied for use, in or with more than one computer simultaneously, unless otherwise permitted by the license incorporated under paragraphs (a) or (b) of this clause;

(ii) Reproduced for safekeeping (archives) or backup purposes;

(iii) Modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating restricted computer software shall be subject to the same restricted rights; and

(iv) Disclosed and reproduced for use by Government contractors or their subcontractors in accordance with the restricted rights in subparagraphs (d)(2)(I), (ii), and (iii) of this clause; provided they have the Government's permission to use the computer software and have also agreed to protect the computer software from unauthorized use and disclosure.

(3) If the incorporated vendor's/contractor's software license contains provisions or rights that are less restrictive than the restricted rights in subparagraph (d)(2) of this clause, then the less restrictive provisions or rights shall prevail.

(4) If the computer software is published, copyrighted computer software, it is licensed to the Government, without disclosure prohibitions, with the rights in subparagraphs (d)(2)

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and (3) of this clause.

(5) The computer software may be marked with any appropriate proprietary notice that is consistent with the rights in subparagraphs (d)(2), (3), and (4) of this clause.

(End of clause)

G.7 TRAVEL OUTSIDE OF THE UNITED STATES (1852.242-71) (DEC 1988)

(a) The Contracting Officer must authorize in advance and in writing travel to locations outside of the United States by Contractor employees that is to be charged as a cost to this contract. This approval may be granted when the travel is necessary to the efforts required under the contract and it is otherwise in the best interest of NASA.

(b) The Contractor shall submit requests to the Contracting Officer at least 30 days in advance of the start of the travel.

(c) The Contractor shall submit a travel report at the conclusion of the travel. The Contracting Officer's approval of the travel will specify the required contents and distribution of the travel report.

(End of clause)

G.8 NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (1852.242-73)
(JUL 1997)

(a) The Contractor shall submit NASA Contractor Financial Management Reports on NASA Forms 533 in accordance with the instructions in NASA Policy Guidance (NPG) 9501.2, NASA Contractor Financial Management Reporting, and on the reverse side of the forms, as supplemented in the Schedule of this contract. The detailed reporting categories to be used, which shall correlate with technical and schedule reporting, shall be

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set forth in the Schedule. Contractor implementation of reporting requirements under this clause shall include NASA approval of the definitions of the content of each reporting category and give due regard to the Contractor's established financial management information system.

(b) Lower level detail used by the Contractor for its own management purposes to validate information provided to NASA shall be compatible with NASA requirements.

(c) Reports shall be submitted in the number of copies, at the time, and in the manner set forth in the Schedule or as designated in writing by the Contractor Officer. Upon completion and acceptance by NASA of all contract line items, the Contracting Officer may direct the Contractor to submit Form 533 reports on a quarterly basis only, report only when changes in actual cost incur, or suspend reporting altogether.

(d) The Contractor shall ensure that its Form 533 reports include accurate subcontractor cost data, in the proper reporting categories, for the reporting period.

(e) If during the performance of this contract NASA requires a change in the information or reporting requirements specified in the Schedule, or as provided for in paragraph (a) or (c) of this clause, the Contracting Officer shall effect that change in accordance with the Changes clause of this contract.

(End of clause)

G.9 CONTRACTOR REQUESTS FOR GOVERNMENT-OWNED EQUIPMENT
(1852.245-70) (JUL 1997)

(a) Equipment, as used in this clause, means commercially available items capable of stand-alone use, including those to be acquired for incorporation into special test equipment or special tooling.

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(b)(1) Upon determination of need for any Government-owned equipment item for performance of this contract, the contractor shall provide to the contracting officer a written request justifying the need for the equipment and the reasons why contractor-owned property cannot be used, citing the applicable FAR or contract authority for use of Government-owned equipment. Equipment being acquired as a deliverable end item listed in the contract or as a component for incorporation into a deliverable end item listed in the contract is exempt from this requirement.

(2) The contractor's request shall include a description of the item in sufficient detail to enable the Government to screen its inventories for available equipment or to purchase equipment. For this purpose, the contractor shall (i) prepare a separate DD Form 1419, DOD Industrial Plant Equipment Requisition, or equivalent format, for each item requested and (ii) forward it through the contracting officer to the Industrial Property Officer at the cognizant NASA installation at least 30 days in advance of the date the contractor intends to acquire the item. Multiple units of identical items may be requested on a single form. Instructions for preparing the DD Form 1419 are contained in NASA FAR Supplement 1845.7102. If a certificate of nonavailability is not received within that period, the contractor may proceed to acquire the item, subject to having obtained contracting officer consent, if required, and having complied with any other applicable provisions of this contract.

(c) Contractors who are authorized to conduct their own screening using the NASA Equipment Management System (NEMS) and other Government sources of excess property shall provide the evidence of screening results with their request for contracting officer consent. Requests to purchase based on unsuitability of items found shall include rationale for the determined unsuitability.

(End of clause)

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G.10 INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (1852.245-71)
(JUN 1998)

(a) The Government property described in the clause at 1852.245-77, List of Installation-Accountable Property and Services, shall be made available to the contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property. Under this clause, the Government retains accountability for, and title to, the property, and the contractor assumes the following user responsibilities:

(1) Each employee is responsible for Government property as set forth in Standards of Conduct for NASA Employees, NHM 1900.1, S1207.103(b), as follows: An employee will not directly or indirectly use or allow the use of Government property of any kind, including property leased to the Government, for other than officially approved activities. An employee has an affirmative duty to protect and conserve Government property entrusted to the employee.

(2) Additional responsibilities of the individual include:

(a) Notifying the cognizant property custodian, supervisor, and the Installation Security Officer immediately if theft of Government property is suspected.

(b) Ensuring that such equipment is used only in pursuit of approved NASA programs and projects.

(c) Identifying equipment not being actively used in pursuit of approved NASA programs and projects.

(d) Ensuring that equipment is turned in to the Property Disposal Officer through the cognizant property custodian when no longer needed. Under no circumstances will an employee throw away Government equipment.

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(3) At Installations with full-time property custodians, assigned users retain all responsibilities including notifying cognizant property custodians of all activity associated with the user's assigned equipment.

(4) The contractor shall establish and adhere to a system of written procedures for compliance with these user responsibilities. Such procedures must include holding employees liable, when appropriate, for loss, damage, or destruction of Government property.

(b)(1) The official accountable record keeping, physical inventory, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:

(i) The contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area;

(ii) The contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area;

(iii) The contractor shall establish a record of the property as required by FAR 45.5 and 1845.5 and furnish to the Industrial Property Officer a DD Form 1149 Requisition and Invoice/Shipping Document (or installation equivalent) to transfer accountability to the Government within 5 working days after receipt of the property by the contractor. The contractor is accountable for all contractor-acquired property until the property is transferred to the Government's accountability.

(iv) Contractor use of Government property at an off-site location and off-site subcontractor use require advance approval of the contracting officer and notification of the SEMO. The contractor shall assume accountability and financial reporting responsibility for such property. The contractor shall

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establish records and property control procedures and maintain the property in accordance with the requirements of FAR Part 45.5 until its return to the installation.

(2) After transfer of accountability to the Government, the contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the contracting officer.

(End of clause)

G.11 LIST OF INSTALLATION-ACCOUNTABLE PROPERTY AND SERVICES
(1852.245-77) (JUL 1997)

In accordance with the clause at 1852.245-71, Installation-Accountable Government Property, the Contractor is authorized use of the types of property and services listed below, to the extent they are available, in the performance of this contract within the physical borders of the installation which may include buildings and space owned or directly leased by NASA in close proximity to the installation, if so designated by the Contracting Officer.

(a) Office space, work area space, and utilities. Government telephones are available for official purposes only; pay telephones are available for contractor employees for unofficial calls.

(b) General- and special-purpose equipment, including office furniture.

(1) Equipment to be made available is listed in Attachment D. The Government retains accountability for this property under the clause at 1852.245-71, Installation-Accountable Government Property, regardless of its authorized location.

(2) If the Contractor acquires property, title to which

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vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records as required by the clause at 1852.245-71, Installation-Accountable Government Property.

(3) The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer's prior written approval.

(c) Supplies from stores stock.

(d) Publications and blank forms stocked by the installation.

(e) Safety and fire protection for Contractor personnel and facilities.

(f) Installation service facilities: None.

(g) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during on-site duty.

(h) Cafeteria privileges for Contractor employees during normal operating hours.

(i) Building maintenance for facilities occupied by Contractor personnel.

(j) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services shall be provided on-site, as approved by the Contracting Officer.

(k) The user responsibilities of the Contractor are defined in paragraph (a) of the clause at 1852.245-71, Installation-Accountable Government Property.

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

H.1 HANDLING OF DATA (GSFC 52.203-90) (JAN 1995)

(a) In the performance of this contract, it is anticipated that the Contractor may have access to, be furnished, or use the following categories of data (which may be technical data, computer software, administrative, management information, or financial, including cost or pricing):

(1) Data of third parties which the Government has agreed to handle under protective arrangements; and

(2) Government data, the use and dissemination of which, the Government intends to control.

(b) In order to protect the interests of the Government and the owners, licensors and licensees of such data, the Contractor agrees, with respect to any such third party or Government data that is either marked with a restrictive legend, specifically identified in this contract, or otherwise identified in writing by the Contracting Officer as being subject to this clause, to:

(1) Use, disclose, and reproduce such data only to the extent necessary to perform the work required under this contract;

(2) Allow access to such data only to those of its employees that require access for their performance under this contract;

(3) Preclude access and disclosure of such data outside the Contractor's organization; and

(4) Return or dispose of such data, as the Contracting Officer may direct, when the data is no longer needed for contract performance.

(c) The Contractor agrees to inform and instruct its employees of its and their obligations under this clause and to appropriately bind its employees contractually to comply with the access, use, disclosure, and reproduction provisions of this clause.

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SPECIAL CONTRACT REQUIREMENTS

(d) In the event that data includes a legend that the Contractor deems to be ambiguous or unauthorized, the Contractor may inform the Contracting Officer of such condition. Notwithstanding such a legend, as long as such legend provides an indication that a restriction on use or disclosure was intended, the Contractor shall treat such data pursuant to the requirements of this clause unless otherwise directed, in writing, by the Contracting Officer.

(e) Notwithstanding the above, the Contractor shall not be restricted in use, disclosure, and reproduction of any data that:

(1) Is, or becomes, generally available or public knowledge without breach of this clause by the Contractor;

(2) Is known to, in the possession of, or is developed by the Contractor independently of any disclosure of, or without reference to, proprietary, restricted, confidential, or otherwise protectible data under this clause;

(3) Is rightfully received by the Contractor from a third party without restriction;

(4) Or is required to be produced by the Contractor pursuant to a court order or other Government action.

If the Contractor believes that any of these events or conditions that remove restrictions on the use, disclosure, and reproduction of the data apply, the Contractor shall promptly notify the Contracting Officer of such belief prior to acting on such belief, and, in any event, shall give notice to the Contracting Officer prior to any unrestricted use, disclosure, or reproduction of such data.

(End of clause)

H.2 ONSITE PERSONNEL--REPORTING REQUIREMENTS AND CHECKOUT
PROCEDURES (GSFC 52.204-99) (SEPT 1999)

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SPECIAL CONTRACT REQUIREMENTS

(a) LISTS. The Goddard Space Flight Center maintains a Locator and Information Services Tracking System (LISTS). The LISTS contains work and home location and contact information for personnel located onsite for a planned period of more than six months and for all personnel that have permanent NASA/GSFC Identification Badges, regardless of duty location.

(b) Form 24-27. The Contractor must complete and submit a GSFC Form 24-27, "LISTS Data and Badge and Decal Information" for each employee that meets the conditions in paragraph (a) of this clause. The instructions for completing the form are contained in GSFC Form 24-27a. These forms are available from GSFC stores stock. The GSFC Form 24-27 shall be submitted to the Contracting Officer's Technical Representative (COTR). The COTR will review the form(s) for accuracy and completeness and resolve any housing or access issues and return the approved form to the Contractor. The Contractor shall forward the approved form(s) to the GSFC Security Branch, Code 205.1, for data entry into the LISTS and to obtain appropriate badge(s) for the Contractor employee(s). The Contractor may contact the LISTS Manager, Institutional Support Office, Code 201, 301-286-2306, for assistance regarding the LIST System.

(c) Monthly report. The Contractor shall submit a monthly annotated LISTS Report. The GSFC LISTS Manager, Code 201, will furnish a LISTS print-out to the Contractor no later than the end of each month. The Contractor shall annotate this provided report to correct and update the information. This shall include a mark out of those employees who are no longer employed by the contractor or no longer meet the conditions of paragraph (a) of this clause. Any additional employees that meet the conditions in paragraph (a) shall be entered on the report, including the date the GSFC Form 24-27 for each such employee was submitted to the GSFC Security Branch. The annotated LISTS Report shall be submitted to the COTR, the GSFC Security Branch, Code 205.1, and to the LISTS Manager, Code 201, by the 10th calendar day of the month.

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SPECIAL CONTRACT REQUIREMENTS

(d) Checkout Procedures. The Contractor shall ensure that all Contractor personnel that have NASA/GSFC issued identification, keys or other property that leave its employ or that no longer will be working onsite, process out through the GSFC Security Branch, Code 205.1 and return all such property. If not accomplished by the employee, the Contractor shall take action to ensure its accomplishment no later than 30 days after the employee's departure.

(End of clause)

H.3 GOVERNMENT PREMISES--COMPLIANCE WITH PROCEDURES (GSFC 52.211-95) (NOV 1999)

(a) Compliance with procedures. While on Government premises, the Contractor shall comply with established requirements governing the conduct of personnel and the operation of the facility. These requirements are set forth in NASA-wide or local installation management instructions, handbooks, or announcements. The following cover many of the requirements that must be met by contractors utilizing GSFC facilities:

| | |
|------------|-----------------------------------|
| GMI 1040.5 | GSFC Emergency Management Program |
| GMI 1040.6 | GSFC Emergency Management Plan |
| GMI 1152.9 | Facilities Coordination Committee |
| GHB 1600.1 | Security Manual |
| GMI 1700.2 | GSFC Health and Safety Program |
| GMI 1772.1 | Center Smoking Policy |
| GMI 1780.1 | GSFC Confined Space Policy |

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| | |
|------------|----------------------------------------------------------------------|
| GHB 1790.1 | Chemical Hygiene Plan |
| GMI 2540.2 | Administrative Communications, Facilities, Equipment and Services |
| GHB 8800.2 | GSFC Environmental Handbook |
| GMI 8840.1 | Center Paper Recycling Program |

Center Announcement No. 90-59--Contractor Business Use of
Official Mail and of the Mail Services Center

Copies of the current issuances may be obtained at
<http://gdms.gsfc.nasa.gov/gdms/plsql/menu_guest> or from the
Contracting Officer. The above list may be modified by the
Contracting Officer to include additional issuances pertaining to
the conduct of personnel and the operation of the facility.

(b) Telephone usage certification. If the installation provided
property and services listed in NASA FAR Supplement clause
1852.245-77 includes the use of telephones, the Contractor shall
provide an annual certification that all such usage was in
accordance with GHB 2540.2, "GSFC Administrative Communications
Facilities, Equipment and Services". This certification shall be
made in January of each year covering the preceding calendar
year and at the conclusion of the Contractor's efforts onsite at
the GSFC. The certification shall be submitted to the
Contracting Officer with a copy to the Customer Interface Branch,
Code 294.

(End of clause)

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SPECIAL CONTRACT REQUIREMENTS

H.4 MISSION CONTRACT SEMI-ANNUAL FORECAST

At the inception of this contract and 15 calendar days prior to commencement of each 6 calendar month period thereafter, the Contracting Officer shall provide a semi-annual forecast to the Contractor for the prospective six-month period. The semi-annual forecasts will be based on a calendar month basis. If the effective date of the contract is not the first day of the month in which the contract commences, the first semi-annual period shall comprise the balance of the first month and the next five full calendar months. The semi-annual forecast shall serve to define more specifically the efforts to be performed by the Contractor within the parameters of the mission requirements set forth in the contract to enable the Contractor to effectively plan and schedule the efforts to be performed during the subsequent six-month period. The forecast may be modified no more frequently than twice during the semi-annual period.

Upon receipt of the semi-annual forecast or revised semi-annual forecast, the Contractor shall analyze the forecast and determine an estimated staffing level, including projected overtime requirements, to satisfactorily perform the efforts to be performed during the semi-annual period. The Contractor shall prepare an operating plan identifying direct support levels by labor category. The operating plan shall be furnished as follows within 15 calendar days after the receipt of each forecast or modification:

Copies

Addressee

2

Technical Officer, Code 940

1

Contracting Officer, Code 219

The Government shall review the Contractor's Operating Plan and provide written approval or rejection within 15 calendar days after its receipt.

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SPECIAL CONTRACT REQUIREMENTS

(End of clause)

H.5 SECTION H CLAUSES INCORPORATED BY REFERENCE

- (1852.208-81) RESTRICTIONS ON PRINTING AND DUPLICATING (AUG 1993)
- (1852.242-72) OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)--ALTERNATE II (SEP 1989)
- (1852.223-70) SAFETY AND HEALTH (MAR 1997)

(End of By Reference Section)

H.6 SAFETY AND HEALTH--ADDITIONAL REQUIREMENTS (GSFC 52.223-91)
(OCT 1998)

a. Purpose. This clause establishes certain additional safety and health requirements as contemplated by NASA FAR Supplement (NFS) clause 1852.223-70, "Safety and Health", of this contract.

b. Other safety and health requirements. (1) In addition to compliance with all Federal, state, and local laws as required by paragraph (a) of NFS clause 18-52.223-70, the Contractor shall comply with the following:

"None"

(2) The immediate notification and prompt reporting required by paragraph (c) of clause 1852.223-70 shall be to the to the Goddard Space Flight Center Safety and Environmental Branch, Code 205.2, and to the Contracting Officer. This should be a verbal notification and confirmed by FAX or E-Mail. This notification is also required for any unsafe or environmentally hazardous condition associated with Government-owned property that is provided or made available for the performance of the contract.

(3) The "acceptable limits" referred to in paragraph (c) of clause 1852.223-70 are established as (fill-in with information

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provided by Code 205.2).

c. Safety and health plan.

The Contractor shall submit a Safety and Health Plan to the Contracting Officer within 10 days after the effective date of this contract. Upon approval by the Contracting Officer, the Plan will become part of this contract. The Contractor shall implement the safety and health requirements of this contract in accordance with the Plan.

(End of clause)

H.7 EXPORT LICENSES (1852.225-70) (FEB 2000)

(a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

(b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed on-site at any Government installation, where the foreign person will have access to export-controlled technical data or software.

(c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.

(d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its subcontractors.

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SPECIAL CONTRACT REQUIREMENTS

(End of clause)

H.8 EARTH SCIENCES PROCUREMENT LIBRARY

The Contractor acknowledges that it is in the interest of NASA to foster competitive acquisition of any follow-on contract for this scope of work. Accordingly, the Contractor agrees to cooperate with the Contracting Officer to maintain an on-going and current Earth Sciences Procurement Library, which Library shall be available during normal working hours to any interested party. Further, the Contractor agrees to provide any reports or other deliverable items in a form that can be displayed in the Library and made fully available to any other party. However, this requirement shall not be construed to require the Contractor to reveal any company sensitive or proprietary materials or information.

(End of clause)

H.9 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (GSFC 52.215-90) (NOV 1999)

In accordance with FAR 15.204-1(b), the completed and submitted Section K, "Representations, Certifications, and Other Statements of Offeror", are incorporated by reference in this resulting contract.

(End of clause)

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CONTRACT CLAUSES

I.1 LIST OF SECTION I CLAUSES INCORPORATED BY REFERENCE

| | |
|-------------|-------------------------------------------------------------------------------------------------------------------------------------|
| (52.202-1) | DEFINITIONS (OCT 1995) |
| (52.203-3) | GRATUITIES (APR 1984) |
| (52.203-5) | COVENANT AGAINST CONTINGENT FEES (APR 1984) |
| (52.203-6) | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995) |
| (52.203-7) | ANTI-KICKBACK PROCEDURES (JUL 1995) |
| (52.203-8) | CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| (52.203-10) | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997) |
| (52.203-12) | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 1997) |
| (52.204-4) | PRINTING/COPYING DOUBLE SIDED ON RECYCLED PAPER (JUN 1996) |
| (52.209-6) | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995) |
| (52.211-5) | MATERIAL REQUIREMENTS (OCT 1997) |
| (52.211-15) | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (SEPT 1990) |
| (52.215-2) | AUDIT AND RECORDS--NEGOTIATION (AUG 1996) |
| (52.215-8) | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997) |
| (52.215-11) | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATION (OCT 1997) |
| (52.215-13) | SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997) |
| (52.215-14) | INTEGRITY OF UNIT PRICES (OCT 1997) |
| (52.215-15) | PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998) |
| (52.215-17) | WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997) |
| (52.215-18) | REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS (PRB) OTHER THAN PENSIONS (OCT 1997) |
| (52.215-19) | NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997) |
| (52.215-21) | REQUIREMENTS FOR COST OR PRICING DATA OR |

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INFORMATION OTHER THAN COST OR PRICING DATA--
MODIFICATIONS (OCT 1997)
(52.216-7) ALLOWABLE COST AND PAYMENT (MAR 2000)
(52.219-8) UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999)
(52.222-3) CONVICT LABOR (AUG 1996)
(52.222-4) CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--
OVERTIME COMPENSATION (JUL 1995)
(52.222-20) WALSH-HEALEY PUBLIC CONTRACTS ACT (DEC 1996)
(52.222-21) PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
(52.222-26) EQUAL OPPORTUNITY (FEB 1999)
(52.222-35) AFFIRMATIVE ACTION FOR DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA (APR 1998)
(52.222-36) AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
(JUN 1998)
(52.222-37) EMPLOYMENT REPORTS ON DISABLED VETERANS AND
VETERANS OF THE VIETNAM ERA (JAN 1999)
(52.223-2) CLEAN AIR AND WATER (APR 1984)
(52.223-5) POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
(APR 1998)
(52.223-6) DRUG FREE WORK PLACE. (JAN 1997)
(52.223-10) WASTE REDUCTION PROGRAM (OCT 1997)
(52.223-14) TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)
(52.225-1) BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--
SUPPLIES (FEB 2000)
(52.225-13) RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB
2000)
(52.225-14) INCONSISTENCY BETWEEN ENGLISH VERSION AND
TRANSLATION OF CONTRACT (FEB 2000)
(52.227-1) AUTHORIZATION AND CONSENT (JUL 1995)
(52.227-2) NOTICE AND ASSISTANCE REGARDING PATENT AND COPY-
RIGHT INFRINGEMENT (AUG 1996)
(52-227-11) PATENT RIGHTS--RETENTION BY CONTRACTOR (SHORT
FORM) (JUN 1997) as modified by NASA FAR
Supplement 18-52.227-11
(52.227-14) RIGHTS IN DATA-GENERAL (JUN 1987) as modified by
NASA FAR Supplement 1852.227-14
(52.228-7) INSURANCE--LIABILITY TO THIRD PERSONS (MAR 1996)
(52.232-17) INTEREST (JUN 1996)
(52.232-22) LIMITATION OF FUNDS (APR 1984)

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- (52.232-23) ASSIGNMENT OF CLAIMS (JAN 1986)
- (52.232-25) PROMPT PAYMENT (JUN 1997) (b)(2), second sentence shall have a 30 day period for any financing payments.
- (52.232-34) PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION (MAY 1999) [para (b)(1) fill-in (hereafter: "designated office"--Accounts Payable Section, Mail Code 151.3A, Goddard Space Flight Center) no later than concurrent with the first request for payment.]
- (52.233-1) DISPUTES (DEC 1998)--ALTERNATE I (DEC 1991)
- (52.233-3) PROTEST AFTER AWARD (AUG 1996)--ALTERNATE I (JUN 1985)
- (52.237-2) PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
- (52.237-3) CONTINUITY OF SERVICES (JAN 1991)
- (52.242-1) NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
- (52.242-13) BANKRUPTCY (JUL 1995)
- (52.243-2) CHANGES--COST-REIMBURSEMENT (AUG 1987)-- ALTERNATE II (APR 1984)
- (52.244-2) SUBCONTRACTS (AUG 1998)--ALTERNATE I (AUG 1998) {paragraph (e) is "Professional and consultant costs as defined at FAR 31.205-33" and paragraph (k) is None.
- (52.244-5) COMPETITION IN SUBCONTRACTING (DEC 1996)
- (52.245-1) PROPERTY RECORDS (APR 1984)
- (52.245-5) GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEVIATION) (JULY 1995)--(g)(5) of the clause shall read as follows: "The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the

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affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--" The balance of (g) (5) is unchanged.

(52.245-19) GOVERNMENT PROPERTY FURNISHED "AS IS" (APR 1984)
(52.246-25) LIMITATION OF LIABILITY--SERVICES (FEB 1997)
(52.247-1) COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)
(52.247-63) PREFERENCE FOR U.S.-FLAG AIR CARRIERS (JAN 1997)
(52.247-67) SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS
TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT
(JUN 1997)
(52.248-1) VALUE ENGINEERING (FEB 2000)
(52.249-6) TERMINATION (COST-REIMBURSEMENT) (SEP 1996)
(52.249-14) EXCUSABLE DELAYS (APR 1984)
(52.251-1) GOVERNMENT SUPPLY SOURCES (APR 1984)
(1852.215-84) OMBUDSMAN (OCT 1996) The installation Ombudsman
is William F. Townsend at 301-286-5066.
(1852.216-89) ASSIGNMENT AND RELEASE FORMS (JUL 1997)
(1852.243-71) SHARED SAVINGS (MAR 1997)

(End of By Reference Section)

I.2 LIMITATION ON WITHHOLDING OF PAYMENTS (52.232-9) (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

(a) Withholdings pursuant to any clause relating to wages or hours of employees;

(b) Withholdings not specifically provided for by this contract;

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(c) The recovery of overpayments; and

(d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

(End of clause)

I.3 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS
(52.244-6) (OCT 1998)

(a) Definitions.

Commercial item, as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.
Subcontract, as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O. 11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of clause)

I.4 CLAUSES INCORPORATED BY REFERENCE (52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Federal Acquisition Regulation (FAR) clauses:

<http://www.arnet.gov/far/>

NASA FAR Supplement (NFS) clauses:

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

(End of clause)

I.5 COMPUTER GENERATED FORMS (52.253-1) (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer

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generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

(c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

I.6 USE OF RURAL AREA SMALL BUSINESSES (1852.219-74) (SEP 1990)

(a) Definitions.

"Rural area" means any county with a population of fewer than twenty thousand individuals.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding under this contract, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) NASA prime and subcontractors are encouraged to use their best efforts to award subcontracts to small business concerns located in rural areas.

(c) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small business concerns located in rural areas.

(d) The Contractor agrees to insert the provisions of this clause, including this paragraph (d), in all subcontracts hereunder that offer subcontracting possibilities.

(End of clause)

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I.7 NASA 8 PERCENT GOAL (1852.219-76) (JUL 1997)

(a) Definitions.

Historically Black Colleges or University, as used in this clause means an institution determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions, as used in this clause, means an institution of higher education meeting the requirements of section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which for the purposes of this clause includes a Hispanic-serving institution of higher education as defined in section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

Small disadvantaged business concern, as used in this clause, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets the requirements of 13 CFR 124.

Women-owned small business concern, as used in this clause, means a small business concern (1) which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by

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one or more women, and (2) whose management and daily business operations are controlled by one or more women.

(b) The NASA Administrator is required by statute to establish annually a goal to make available to small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns, at least 8 percent of NASA's procurement dollars under prime contracts or subcontracts awarded in support of authorized programs, including the space station by the time operational status is obtained.

(c) The contractor hereby agrees to assist NASA in achieving this goal by using its best efforts to award subcontracts to such entities to the fullest extent consistent with efficient contract performance.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as small disadvantaged business concerns, Historically Black Colleges and Universities, minority institutions, and women-owned small business concerns.

(End of clause)

I.8 MINIMUM INSURANCE COVERAGE (1852.228-75) (OCT 1988)

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

(a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least

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\$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.

(c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

(e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of clause)

I.9 CENTER FOR AEROSPACE INFORMATION (1852.235-70) (JUN 1998)

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(a) The Contractor should register with and avail itself of the services provided by the NASA Center for Aerospace Information (CASI) for the conduct of research or research and development required under this contract. CASI provides a variety of services and products as a central NASA repository of research information which may enhance contract performance. The address is set out in paragraph (d) of this clause.

(b) Should the CASI information or service requested by the Contractor be unavailable or not in the exact form necessary by the Contractor, neither CASI nor NASA is obligated to search for or change the format of the information. A failure to furnish information shall not entitle the Contractor to an equitable adjustment under the terms and conditions of this contract.

(c) When the contract otherwise requires the submission of monthly progress, quarterly progress, or final reports, as defined at 18-27.406(b), the last page of such reports shall be a completed Standard Form (SF) 298, Report Documentation Page.

(d) When the contract requires the delivery of reports or data to CASI, a reproducible copy and a printed or reproduced copy of such reports or data shall be concurrently submitted to:

Center for Aerospace Information (CASI)
Attn: Accessioning Department
Parkway Center
7121 Standard Drive
Hanover, MD 21076-1320

(End of clause)

I.10 EMERGENCY EVACUATION PROCEDURES (1852.237-70) (DEC 1988)

The Contractor shall assure that its personnel at Government facilities are familiar with the functions of the Government's emergency evacuation procedures. If requested by the Contracting Officer, the Contractor shall designate an individual or

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individuals as contact points to provide for efficient and rapid evacuation of the facility if and when required.

(End of clause)

I.11 CONTRACTOR SURVEILLANCE PLAN

The Contractor shall establish an internal surveillance plan to assure the requirements of the contract are provided as specified. The plan shall include, but not be limited to the following:

(1) The level and frequency of internal surveillance. It must specify areas to be inspected on either a scheduled or unscheduled basis and the individuals who will do the inspection.

(2) The method of internal surveillance.

(3) A method of identifying deficiencies in the quality of services performed before the level of performance is unacceptable.

The Contractor's surveillance plan shall be provided to the Contracting Officer 60 days after the effective date of the contract. After Contracting Officer approval, the surveillance plan will be incorporated as Attachment E to the contract.

(End of clause)

I.12 OPTION TO EXTEND THE TERM OF THE CONTRACT (52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration, provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

(End of clause)

I.13 SPECIAL 8(a) CONTRACT CONDITIONS (52.219-11) (FEB 1990)
(DEVIATION)

(a) This contract is issued as a direct award between the contracting activity and the 8(a) contractor pursuant to a Memorandum of Understanding between the Small Business Administration (SBA) and the National Aeronautics and Space Administration. Accordingly, the SBA is not a party to this contract. SBA does retain responsibility for 8(a) certification, 8(a) eligibility determinations and related issues, and providing counseling and assistance to the 8(a) contractor under the 8(a) program. The cognizant SBA district office is:

U.S. Small Business Administration
Washington District Office
1110 Vermont Avenue, N.W.
9th Floor
Washington, DC 20043-4500

(b) The contracting activity is responsible for administering the contract and taking any action on behalf of the Government under the terms and conditions of the contract; provided, however, that the contracting activity shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting activity shall also coordinate with the SBA prior to processing any novation agreement. The contracting activity may assign contract administration functions to a contract administration office.

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(c) The contractor agrees:

(1) To notify the Contracting Officer, simultaneous with its notification to SBA (as required by SBA's 8(a) regulations), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Public Law 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control.

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

I.14 LIMITATIONS ON SUBCONTRACTING (52.219-14) (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees for the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

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(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

(End of clause)

I.15 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(a)
CONCERNS (JUNE 1999) (DEVIATION) (52.219-18)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) Agreement. (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the trust territory of the Pacific Islands, and the District of Columbia. If this procurement is

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processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic concern. This paragraph does not apply in connection with construction or service contracts.

(2) The SGT, Incorporated, will notify the Goddard Space Flight Center's Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to another party.

(End of clause)

SECTION J OF CONTRACT NAS5-00170

LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS (GSFC 52.211-101) (OCT 1988)

The following attachments constitute part of this contract:

| <u>Attachment</u> | <u>Description</u> | <u>Date</u> | <u>No. of Pages</u> |
|-------------------|------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------|
| A | Statement of Work | June 28, 1999 | 7 |
| B | Financial Management Reporting Requirements | May 31, 2000 | 2 |
| C | Safety and Health Plan | To Be Submitted within 10 days from the effective date of the contract | |
| D | List of Installation Accountable Government Property | June 29, 1999 | 4 |
| E | Contractor Surveillance Plan | To Be Submitted within 60 days from the effective date of the contract | |

ATTACHMENT A

GODDARD INSTITUTE

FOR SPACE STUDIES

STATEMENT OF WORK

DATED

JUNE 28, 1999

GODDARD INSTITUTE FOR SPACE STUDIES (GISS)

STATEMENT OF WORK

DATED

JUNE 28, 1999

1.0 Introduction

The Goddard Institute for Space Studies (GISS) is a division of the Earth Sciences Directorate of the Goddard Space Flight Center (GSFC) and its primary mission is research that emphasizes a broad study of global change, an interdisciplinary research initiative addressing natural and man-made changes in our environment which occur on various time scales from decades to millennia and which affect the habitability of our planet. The research combines analyses of comprehensive global datasets with global models of atmospheric, land surface, and oceanic processes and includes study of past events on Earth such as paleoclimate change and the study of other planets as an aid to prediction of future evolution of Earth on a planetary scale.

Established in 1961, GISS is located in New York City near the campus of Columbia University in order to facilitate cooperative research programs with NY area universities and research organizations. A joint GISS-Columbia graduate program in Atmospheric and Planetary Science provides the opportunity for students to perform their thesis research on GISS programs and many of the full-time, on-site personnel at the GISS facility are University research associates and post-doctoral fellows. Another important educational outreach mission of GISS is the Institute on Climate and Planets (ICP), a program dedicated to increasing the pool of interested and academically qualified underrepresented minorities who are successfully completing science programs in the NY area high schools and colleges. The ICP program attempts to create an environment where students and their faculty mentors acquire a vested interest in scientific discovery and progress by having them become fully contributing participants in real research projects.

While the participation in GISS research programs by the university and ICP personnel as described above is key, GISS requires a support services contractor to perform specific functions to augment its existing capabilities in order to successfully carry out its overall mission. This Contractor will provide support services to GISS in the following functional areas: scientific programming and analysis, computer facility operations, systems programming, technical library services, publications services, logistical support, and project management.

The GISS research programs to be supported can be conveniently grouped into three broad areas: Global Climate Modeling, Earth Observations, and Planetary Atmospheres. The following brief descriptions of these areas illustrates in a general way, the nature of the research efforts.

Global Climate Modeling: The climate modeling program at GISS is primarily aimed at the development of three-dimensional general circulation models (GCMs) for simulating the Earth's climate system, although research efforts include the development and use of two-dimensional energy balance models and one-dimensional radiative-convective models. Primary emphasis in the use of

the GCMs is placed on investigation of climate sensitivity, deduced in part on the basis of paleoclimate studies, and on projections of climate change for the next 10-100 years. GCM developmental research focuses on sensitivity to parameterizations of clouds and moist convection, boundary-layer turbulence, ground hydrology, and ocean-atmosphere-ice interactions, as well as investigations of more accurate numerical methods. A major focus of GISS GCM simulations is to study the potential for humans to impact the climate as well as the impact of a changing climate on society and the environment including natural ecosystems. The results of GCM simulations can be stored and used in off-line tracer models that provide consistent and realistic simulation of the transport of chemical constituents and aerosols in the atmosphere as a principal component of modeling atmospheric chemistry and aerosol radiative effects.

Earth Observations: Accurate data are necessary for characterizing the Earth's climate and for monitoring trends in the average state of the atmosphere. Satellites provide the obvious potential of observing changes of the Earth system on a global scale. One important component of GISS research is the effort to help define which satellite observations are most needed in the near term and intermediate future and the study of how satellite data relates to and supports data acquired using more conventional techniques. Satellite observations are analyzed to obtain information on the Earth's surface, atmosphere, and global cloud systems, especially the latter. Clouds are potentially the most powerful feedback mechanism in the climate system, but that feedback is very poorly characterized. GISS serves as the Global Processing Center for the International Satellite Cloud Climatology Project (ISCCP), a program established in 1982 to collect and analyze satellite radiance measurements to infer the global distribution of clouds, their properties, and their diurnal, seasonal, and interannual variations. The resulting archived datasets and analysis products are used to improve understanding and modeling of the role of clouds in climate. A major GISS research effort to study the interannual variability of the global carbon, energy, and hydrological cycles is one of the interdisciplinary science investigations of the Earth Observing System (EOS) mission and will be focused on the transition from current observations to those obtained during the EOS flight era.

Planetary Atmospheres: Although limited in number, the atmospheres of the other planets of the solar system provide a nonetheless broad range of conditions and regimes for which we can test our basic understanding of atmospheric processes, including the greenhouse effect, aerosol and cloud physics, and atmospheric chemistry and dynamics. GISS research programs involve the observation and/or modeling of the atmospheres of Venus, Mars, Jupiter, Saturn, and Titan. The GISS Photopolarimeter/Radiometer instrument on the Galileo Orbiter spacecraft provides visible and near-infrared photometry-polarimetry and thermal infrared radiometry observations that can be used to infer vertical temperature profiles and the vertical and horizontal distribution and particle microstructure of the clouds and haze in the Jovian atmosphere and to map the photometric, polarimetric, and thermal properties of the surfaces of the Galilean satellites. An ongoing modeling effort that utilizes a modified version of the GISS climate GCM is focused on attempting to understand the "superrotating" atmospheric circulations observed for Venus and Titan. A different adaptation of the climate GCM is being developed to serve as a GCM for the thin, dust-laden atmosphere of Mars and will be used to assimilate observations from the Pressure Modulated Infrared Radiometer instrument on the Mars Climate Orbiter spacecraft in order to perform objective analysis.

2.0 Scope of Work

The basic objectives of this mission contract are to provide scientific programming and analysis in support of specific GISS research programs and to perform computer facility operations, systems programming, technical library

operations, and overall logistical support for the GISS research facility. The scientific programming and analysis functions are integral parts of the respective research programs, whereas the other support functions are required to maintain and operate the facilities used in performing said research. Owing to the evolutionary character of most research programs, the discrete work to be performed by the Contractor will entail both standing requirements and efforts refined on the basis of periodic service forecasts.

To fulfill the mission support requirements, the Contractor shall furnish comprehensive support services, which include management, operations, and coordination. The Contractor shall have full authority and responsibility to manage the support services in accordance with the specified performance requirements. As a consequence, the Contractor is given responsibility for ordering and maintaining an inventory of supplies used in these various operations, and authority to perform travel necessary to render support at off-site locations and to obtain necessary professional information by attendance at professional meetings and conferences.

3.0 Performance Requirements

The performance requirements for this mission contract are defined both by functional service areas and by discrete work specified in periodic service forecasts prepared by the technical monitor and issued by the Contracting Officer. Description of the functional service areas in the following section provides the general context of the type of support services required, while the service forecasts will identify specific tasks, deliverables, and schedule milestones.

3.1 Functional Service Areas

3.1.1 Scientific Programming and Analysis

The Contractor shall perform scientific programming and analysis in support of the specified research programs at GISS. The work involved in the specified research areas requires substantial use of computers and appropriate numerical techniques and processing methods. Some of the research areas entail mathematical representations of linear and nonlinear physical systems expressed in terms of partial differential or integral-differential equations, which are solved by numerical computations. Other areas involve data processing and visualization development, numerical simulation of remote sensing observations using radiative transfer modeling, and interpretation of measurements to analyze spacecraft instrument performance. The work of the Contractor shall include the consideration of the numerical stability and accuracy of the solutions and model simulations. Development of appropriate numerical methods for the various applications shall emphasize the most efficient use of the computational facilities of GISS.

Scientific programming and analysis extends into programming techniques and detailed understanding of computer usage. When a mathematical formulation of the physical problem is completed, the analyst works with the programmer in carrying the solution through to the final numerical or visual display, including all details of programming and coding. The function includes the design, coding, detailed flow charting, debugging, and documentation of scientific programs, as well as the construction of final program systems for production running. Programs shall encompass such areas as pattern recognition, numerical modeling and simulation of physical systems, image data analysis, dynamic interaction with graphic displays, processing and maintenance of large information libraries on magnetic tape or other storage media, and data reduction and archiving. Coding is done primarily in the FORTRAN language, with some use of C and C++ for special applications.

The programming function also includes the running of production programs, the development of scripts and running procedures, the monitoring of the status of

the various physical models as they progress through their computational cycles, and the communication of results of these runs to the scientific staff. If in the course of this work, problems arise due to changing experimental evidence or to changing theoretical scientific emphasis, the Contractor shall respond to the needs of the research project by expanding and modifying programs to meet the new situation and to ensure the timely completion of these efforts by utilizing additional project support where appropriate.

Scientific programming includes the maintenance and documentation of completed codes adequate to assure mission continuity. Included in the area of program maintenance are the responsibility for incremental changes in established programs, the creation of minor utility programs needed for larger production jobs, and the assistance in improving and updating, where necessary, the documentation of established programs. Documentation of computer programs includes source code listings annotated with comment statements that indicate overall flow control, variable and parameter definitions, and a description of input/output operations and associated data and file layouts as well as companion text document(s) that describes the algorithms and model characteristics employed, operating procedures, error messages, and usage cautions. Documentation is considered sufficiently complete when a competent scientific programmer/analyst who was not one of the original authors of the program is able to understand the computer program objectives, overall structure, and detailed code well enough with reasonable effort to be able to design and implement modifications dictated by evolution of the research.

3.1.2 Computer Facility Operations

The Contractor shall have full responsibility for the operation of the GISS computer facilities. The key components of the current GISS computer facility are a 96-processor SGI Origin2000 computer and approximately 80 single-processor workstations, all networked using a Fast Ethernet local area network (LAN). Also attached to the LAN are a number of network printers and various mass storage devices including an STK 4400 automated tape "silo" for 3480-3490 tape cartridges. In addition, there are at present, two IBM 4381 mainframe processors with associated peripherals including line printers, disk storage units, and magnetic tape units. The GISS computing facility has evolved from a purely mainframe environment in 1990 to the current highly distributed UNIX workstation facility and the remaining IBM 4381 mainframes and their peripherals function largely as servers that provide the path to legacy software and data files that have not yet been migrated to the workstations and the Origin2000. It may be noted that because of the substantial number of Columbia University personnel located at GISS, some of the computer hardware that constitutes the GISS computer facility is owned by the University. Joint use of both Government-owned and University-owned computer hardware making up the GISS computer facility is specified in Cooperative Agreements between GISS and Columbia University, with the responsibility for overall management placed with GISS, which then delegates the responsibility for the facility operation to the Contractor through the mission support contract. All maintenance contracts for Government-owned or University-owned hardware in the GISS computer facility will be procured by NASA or the University.

In the course of operating the GISS computer facility, the Contractor will be required to monitor all computing equipment and the LAN to ensure proper functioning. This monitoring will include control of the consoles of the mainframe computers and performing requested tape mounts on non-automated tape units; however, it should be noted that in the present highly distributed computing environment, this mainframe-related operations activity is a small percentage of the overall operations effort. Monitoring of computing equipment shall include identifying any problems with the operating systems that control the computer hardware. In view of the distributed nature of the computing facility, the Contractor shall maintain a reporting system that

facilitates rapid and accurate reporting of suspected hardware, software, and network problems by the users of the facility. Whenever computer hardware, software, or network problems or malfunctions are identified, the Contractor shall assess the nature of the problem and determine the appropriate course of action to remedy the problem. For hardware malfunctions that require remedial maintenance or repair, the Contractor shall notify the respective maintenance contractor(s) in a timely fashion and ensure that appropriate access and a complete description of the problem is provided to the hardware maintenance contractor.

The Contractor is responsible for purchasing and maintaining an appropriate inventory of all supplies necessary for the operation of the computer facilities. These supplies include, but are not limited to, paper for printers, magnetic tapes and other storage media, and printer ribbons or cartridges. These materials must be organized for rapid access, for accurate inventory, and for secure storage. All such supplies will be stored in areas provided within the GISS facility for that purpose.

Magnetic tape libraries consisting of approximately 20,000 tapes are an integral part of the GISS computer facility. These tapes contain research data, program systems, and backup files. The magnetic tape libraries are a matter for particular care in their organization and use. The Contractor shall monitor these libraries, maintain catalogs of tape assignments, and ensure that proper tape handling and storage standards are met.

A key aspect of the operation of the computer facility is systems programming support. The Contractor shall provide systems programming support capable of installing, maintaining, operating, and monitoring the specific operating systems for the computers in the GISS facility. The current operating systems are IRIX on the SGI Origin2000, AIX/UNIX on the single-processor workstations, and MVS/XA and VM/SP HPO on the two IBM 4381 mainframes. In addition to the assurance of proper operating systems functioning on the respective computer platforms, the systems programming function includes ensuring that these computers and their operating systems provide for attachment to the LAN and appropriate functional interaction with other network devices as well as access to the NASA Science Network and Internet through the present T1 telecommunications link to GSFC.

As part of the systems programming function, the Contractor is expected to maintain a thorough knowledge of operating systems, compilers, and system utility programs for all of the computers in the GISS facility and to conduct evaluations of the configurations of such software-hardware combinations including new releases in order to provide recommendations regarding changes or new implementations needed to maintain compatibility and optimal performance. The Contractor shall also be responsible for evaluating potential changes and/or additions in computing hardware for the GISS facility and making appropriate recommendations to the contract technical monitor for consideration by GISS management. After any basic set-up and installation that may be provided by the OEM or hardware vendor for new hardware obtained for the GISS facility, the Contractor shall be responsible for completing the hardware installation including attachment to the LAN if appropriate, and for the installation of any operating system and other requisite software.

The Contractor is responsible for informing users of the features and capabilities of the GISS computing facility through the maintenance of a library of manuals and documentation as well as appropriate on-line information and help functions. Systems programming and technical support staff are expected to assist scientific applications programmers in diagnosing program execution problems that appear to be attributable to hardware, operating system, or network problems. The Contractor shall also assist in evaluating and optimizing the efficiency of applications programs running on current GISS facility computers and is responsible for operational testing and assistance in reprogramming codes for newly acquired computer systems.

The Contractor shall be responsible for developing and maintaining appropriate procedures to insure the security of the GISS computing facility. Standard procedures for authorizing GISS personnel for use of the computing facility will be developed and maintained. Contractor staff are responsible for maintaining the firewall and associated procedures for ensuring minimal risk of the GISS computing facility being compromised through outside network connections. The Contractor shall report to the contract technical monitor and to the GISS staff member designated as the Data Processing Installation - Information Technology Security Officer (DPI-ITSO), any situation, incident, or actual violation that may or does constitute a threat to the GISS computer facility. In addition, the Contractor shall assist the DPI-ITSO in preparing required reports and certification documents regarding the GISS computer facility security plans and procedures as well as any security incident or violation reports.

3.1.3 Library and Publication Services

The Contractor shall manage, staff, operate, and provide specialized services for an earth and space science reference and circulation library, which services the GISS research staff. The library has approximately 8000 specialized books in science and mathematics, a modest number of current technical reports, and about 6000 bound volumes of back journals. Current journal subscriptions number about 120. The library is staffed from 9:00 a.m. until 5:30 p.m. weekdays. Library functions include purchasing new books, keeping an active file on borrowed books, providing interlibrary loan services, assisting staff in on-line searches, and preparing current publications lists of GISS reports for use by GISS staff on various aspects of the research programs.

The Contractor shall have the responsibility for operating duplicating and printing equipment provided by the Government and shall support GISS requirements in several related areas of publication services. These include assistance in the preparation and editing of manuscripts, illustration and drafting services, revision of existing material, and the duplication and reproduction of scientific materials. In addition, the Contractor shall order and provide payment for out-of-house publication services, which are beyond the capability of the in-house facilities. The Contractor shall be responsible for monitoring the performance of the duplicating and printing equipment and for notifying the equipment maintenance contractor(s) when remedial maintenance is needed. He shall also keep complete usage and maintenance records, provide a proper inventory of supplies, and ensure that an appropriate job scheduling system is in place.

3.1.4 Logistical and Utility Support

The Contractor is responsible for providing several logistical and utility functions in support of the operation of the GISS research facility. These include: mail handling and pick-up and delivery within the facility and delivery to USPS Post Offices; equipment inventory; intra-building movement of equipment and office furniture; logistical arrangements for conferences, meetings, and seminars; and other routine utility activities necessary in the Contractor areas of the GISS facility. In addition, the Contractor shall provide logistical support for occasional off-site experimental and observational research activities, with such support requirements to be specifically identified and described in the appropriate service forecast in anticipation of the activity.

3.1.5 Program Management

The Contractor shall provide overall program management for the mission contract effort. This support shall entail the appropriate planning and coordination necessary for the Contractor staff to perform the various

functional support activities for specific contract work required. The routine administration in support of the contract effort shall include assignment and tracking of actions and preparation of reports as required by the contract. The Contractor shall prepare and submit an appropriate personnel safety and health plan as required by the contract and shall ensure that all elements of the work in this mission contract are performed in accordance with that plan.

3.2 Service Forecasts and Operating Plans

The nature of most research programs is such that many of the efforts in support of such programs should evolve and adapt in response to the ongoing results of the research if an optimum utilization of support resources is the desired goal. As a consequence, specific work assignments will often necessarily vary in scope and complexity and the prediction of the specific work required will be optimally valid for periods shorter than the total term of the contract. Accordingly, this mission contract shall use service forecasts to refine the efforts to be performed by the Contractor for each 6-month period. At the inception of this contract and one calendar month prior to the start of each 6-month period thereafter, the Contracting Officer shall provide a forecast of the Government's requirements for the prospective 6-month period. Whereas the functional support areas described in section 3.1 above describe the nature of the support performance requirements, the service forecasts will identify specific tasks, deliverables, and schedule milestones for the prospective 6-month period. Refinements in any assumptions that were provided as a potential basis for estimating service levels during prior periods shall be presented in sufficient detail so that necessary adjustments can be made.

For this mission contract, each of the service forecasts will be organized into six forecast areas: (1) Global Climate Modeling, (2) Earth Observations, (3) Planetary Atmospheres, (4) Computer Facility Operations, (5) Library and Publication Services, and (6) Program Management and Logistical Services. This grouping of the forecast into six areas of logically related activities is intended to be a convenience to the Government in preparing the forecast and to the Contractor in responding to it. The service forecasts shall in addition to specifying the detailed support requirements, describe the corresponding performance criteria, standards, and measures that will be used by the Government to evaluate the Contractor's performance and determine the amount of the award fee. While specific performance criteria will address the specific tasks, deliverables, and schedule milestones in each of the six areas, it should be emphasized that the performance evaluation by the Government will cover the overall contract effort, combining the assessment of performance in each area on the basis of the relative importance to the entire mission.

Upon receipt of each 6-month service forecast from the Contracting Officer, the Contractor shall use the forecast to determine an estimated staffing level and projected work assignments, including any projected overtime, that will allow the forecast work requirement to be met over the period of the forecast. The Contractor shall prepare an operating plan on the basis of these estimates that covers the period of the forecast, identifying direct support levels by labor category and indicating estimated costs by calendar month. This operating plan shall be delivered within 15 calendar days after the receipt of each forecast as specified in the contract.

ATTACHMENT B

FINANCIAL MANAGEMENT
REPORTING REQUIREMENTS

DATED

MAY 31, 2000

FINANCIAL MANAGEMENT REPORTING REQUIREMENTS

General

Financial Management Reports shall be submitted by the Contractor on the NASA 533 series reports, in accordance with the instructions on the reverse of the forms, NASA Procedures and Guidelines NPG 9501.2C entitled "Procedures for Contractor Reporting of Correlated Cost and Performance Data," dated April 1996, and additional instructions issued by the Contracting Officer.

a. Level of Detail

The Contractor's 533 Reports shall contain a breakdown by element of cost, i.e., direct labor hours/dollars (by category), overhead, general & administrative (G&A), travel, equipment, material, and other direct costs. The report shall also include a summary of total contract costs.

b. Distribution

The Contractor shall distribute 533 reports to each addressee indicated in the Basic Contract Clause G.1, FINANCIAL MANAGEMENT REPORTING. These reports shall be distributed not later than the fifteenth (15th) calendar day following the month being reported.

c. Reporting Requirements

Each report sheet shall provide costs data for reporting categories presented below:

1. Direct Labor Hours

On-Site

Off-Site

(List applicable labor categories)

2. Direct Labor Dollars

On-Site

Off-Site

(List according to applicable labor categories)

3. Overhead Expense (Including Fringes)

On-Site*

Off-Site*

4. Other Direct Costs
 - Travel
 - Materials
 - Equipment
 - Subcontracts
 - Miscellaneous ODC's
5. Subtotal (Direct Cost plus Overhead)
6. G&A Expense*
7. Total Cost
8. Award Fee
9. Total Cost Plus Award Fee

The 533 shall report Direct Labor hours by labor category.

*The NF 533 should only indicate costs incurred up to the negotiated ceiling rates. A separate footnote shall be provided for each element of cost that exceeds an indirect cost ceiling contained in Clause B.10. The footnote shall discuss the amount of and reasons for costs incurred in excess of the ceiling rates.

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ATTACHMENT C

SAFETY AND HEALTH PLAN

TO BE SUBMITTED WITHIN 10 DAYS
FROM THE EFFECTIVE DATE OF THE
CONTRACT

ATTACHMENT D

LIST OF INSTALLATION-ACCOUNTABLE

GOVERNMENT PROPERTY

DATED

JUNE 29, 1999

List of Installation-Accountable Government Property

| ECN | Description |
|---------|---------------------------------------------|
| G040855 | IBM RS/6000 Model 320E Workstation |
| G040893 | IBM RS/6000 Model 320E Workstation |
| L004066 | Kodak 2085 Photocopier |
| 0095476 | IBM PS/2 Model 70 PC |
| 1104905 | HP LaserJet III Si Printer |
| 1104936 | IBM RS/6000 Model 320H Workstation |
| 1104939 | SGI IRIS Indigo Workstation |
| 1104948 | IBM RS/6000 Model 320H Workstation |
| 1104966 | IBM RS/6000 Model 220 Workstation |
| 1104983 | Compaq ProLinea 3/25S PC |
| 1104985 | IBM RS/6000 Model 320H Workstation |
| 1104988 | STK 4400 Automated Cartridge System |
| 1189016 | NEC MultiSync 6FG Monitor |
| 1189017 | HP Laser Master 1000/4 Printer |
| 1189018 | NEC MultiSync 6FG Monitor |
| 1189026 | IBM RS/6000 Model 320H Workstation |
| 1189029 | IBM RS/6000 Model 320H Workstation |
| 1189035 | IBM Value Point 325T PC |
| 1189055 | IBM RS/6000 Model 320H Workstation |
| 1189068 | HP LaserJet 4L Printer |
| 1189070 | IBM RS/6000 Model 590 Workstation |
| 1189083 | Compaq ProLinea PC |
| 1189093 | IBM RS/6000 Model 37T Workstation |
| 1189115 | Macintosh Quadra 650 |
| 1189116 | Macintosh Color Display |
| 1189117 | Gateway 2000 PC |
| 1189126 | IBM RS/6000 Model 250 Workstation |
| 1189127 | IBM RS/6000 Model 250 Workstation |
| 1189129 | Ambra 486/DX50 upgraded to Pentium 83MHz PC |
| 1189172 | IBM RS/6000 Model 250 Workstation |
| 1189179 | Gateway 2000 P5 90MHz PC |
| 1189186 | Gateway 2000 P5 100MHz PC |
| 1189188 | IBM RS/6000 Model 250 Workstation |
| 1189205 | Telebit Modem Router |
| 1189215 | Gateway 2000 4DX2 66MHz PC |
| 1189216 | HP LaserJet 4 Plus Printer |
| 1189221 | IBM RS/6000 Model 380 Workstation |
| 1189222 | IBM RS/6000 Model 590 Workstation |
| 1189227 | Dell Dimension XPS P90 PC |
| 1189230 | IBM RS/6000 Model 371 Workstation |
| 1189235 | Micron P5 90MHz PC |
| 1527675 | IBM RS/6000 Model C10 Workstation |
| 1527680 | IBM RS/6000 Model 39H Workstation |
| 1527693 | Zeos Pantera PC |
| 1527694 | Dell Dimension XPS P100e PC |
| 1527695 | IBM RS/6000 Model 380 Workstation |

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|---------|---------------------------------------|
| 1527703 | Intel Endeavor P5 133MHz PC |
| 1527713 | HP LaserJet 5Si MX Printer |
| 1527718 | Zenith Z Station GT Pentium 120MHz PC |
| 1700980 | Canon C LBP 360PS Color Printer |
| 1700982 | Micron Pro Magnum P6 180MHz PC |
| 1700983 | Micron Millennia Plus P166 PC |
| 1700998 | IBM RS/6000 Model C20 Workstation |
| 1701000 | NEC MultiSync XV17 Monitor |
| 1701002 | Dell OptiPlex GXMT 5166 PC |
| 1701003 | Micron Millennia Pro Plus PC |
| 1701012 | Micron Millennia Pro Plus PC |
| 1701014 | Gateway 2000 G6 200MHz PC |
| 1701025 | Micron Millennia Pro 2 Plus PC |
| 1701065 | Canon CLC1000 Color Copier |
| 1701073 | IBM RS/6000 Model 397 Workstation |
| 1701075 | IBM RS/6000 Model 397 Workstation |
| 1944521 | IBM RS/6000 Model 397 Workstation |
| 1944523 | IBM RS/6000 Model 397 Workstation |
| 1944524 | Dell Monitor |
| 1944525 | HP LaserJet 5000 |
| 1944526 | Dell Workstation 400 PC |
| 1944528 | Dell OptiPlex GX1 PC |
| 1944529 | Dell Monitor |
| 1944532 | IBM RS/6000 Model 397 Workstation |
| 1944536 | HP LaserJet 6Pse Printer |
| 1944537 | Exabyte 8mm Tape Unit |
| 1944538 | Dell Monitor |
| 1944539 | Dell GX1 PentiumII 400MHz PC |
| 1944540 | Dell Monitor |
| 1944541 | Dell OptiPlex GX1 PC |
| 1944544 | IBM RS/6000 Model 397 Workstation |
| 1944565 | Dell Precision 610 Xeon PC |
| 1944566 | HP LaserJet 8000DN Printer |
| 1944568 | IBM RS/6000 Model F50 Workstation |
| 1944569 | IBM RS/6000 Model 397 Workstation |
| 1944570 | Nokia 445XPro 21" Monitor |
| 1944575 | IBM RS/6000 Model 397 Workstation |
| 1944576 | Exabyte 8mm Tape Unit |
| 1944577 | IBM RS/6000 Model 397 Workstation |
| 1955856 | IBM Netstation Monitor |

Storage space for all supplies used for the GISS computer facility will be provided on -site by the Government.

Columbia University-Owned Property to be Used/Operated by
Contractor

| <u>Installation</u> <u>Machine Name</u> | <u>Description</u> |
|--------------------------------------------|--------------------------------------------------|
| Alchemy | IBM RS/6000 Model 39H Workstation |
| Deluge | SGI Power Challenge 10000 IRIS L |
| Dougfir | IBM RS/6000 Model 380 Workstation |
| Explorer | IBM RS/6000 Model 220 Workstation |
| Fall | IBM RS/6000 Model 39H Workstation |
| Giza | IBM RS/6000 Model 560 Workstation |
| Hobo | SGI Indigo Workstation |
| IPCC1 | IBM RS/6000 Model 590 Workstation |
| IPCC2 | IBM RS/6000 Model 590 Workstation |
| Isthmus | IBM RS/6000 Model 590 Workstation |
| Kirk | IBM RS/6000 Model 560 Workstation |
| Louise | IBM RS/6000 Model 220 Workstation |
| Luxor | IBM RS/6000 Model 590 Workstation |
| Machine | IBM RS/6000 Model 220 Workstation |
| Mingus | IBM RS/6000 Model 220 Workstation |
| Mjollnir | IBM RS/6000 Model 355 Workstation |
| Osiris | IBM RS/6000 Model 590 Workstation |
| Paleo | IBM RS/6000 Model 590 Workstation |
| Par | IBM RS/6000 Model 39H Workstation |
| Ra | SGI Origin2000 96-Processor Super-Workstation |
| Radiate | IBM RS/6000 Model 220 Workstation |
| Rowan | IBM RS/6000 Model 39H Workstation |
| Seti | IBM RS/6000 Model 590 Workstation |
| Spring | IBM RS/6000 Model 39H Workstation |
| Tempest | IBM RS/6000 Model 39H Workstation |
| Thebes | IBM RS/6000 Model 590 Workstation |
| Valinor | IBM RS/6000 Model 580F Workstation |
| Vulcan | IBM RS/6000 Model 220 Workstation |
| Watershed | SGI Power Challenge 10000 IRIS |

* Equipment purchased by Columbia University through Cooperative Agreements NCC5-270, NCC5-271, NCC5-278, and NCC5-328 between NASA GSFC GISS and Columbia University. This equipment, located in the GISS facility and intended for joint use by Columbia and GISS NASA and Contractor personnel, constitutes a portion of the overall GISS computer facility.

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List of Installation-Accountable Government Property
(Not Subject to Repair or Replacement by Contractor)

| <u>ECN</u> | <u>Description</u> |
|------------|-------------------------------------|
| G040855 | IBM RS/6000 Model 320E Workstation |
| G040893 | IBM RS/6000 Model 320E Workstation |
| L004066 | Kodak 2085 Photocopier |
| 1104905 | HP LaserJet III Si Printer |
| 1104936 | IBM RS/6000 Model 320H Workstation |
| 1104939 | SGI IRIS Indigo Workstation |
| 1104948 | IBM RS/6000 Model 320H Workstation |
| 1104966 | IBM RS/6000 Model 220 Workstation |
| 1104985 | IBM RS/6000 Model 320H Workstation |
| 1104988 | STK 4400 Automated Cartridge System |
| 1189026 | IBM RS/6000 Model 320H Workstation |
| 1189029 | IBM RS/6000 Model 320H Workstation |
| 1189055 | IBM RS/6000 Model 320H Workstation |
| 1189070 | IBM RS/6000 Model 590 Workstation |
| 1189093 | IBM RS/6000 Model 37T Workstation |
| 1189126 | IBM RS/6000 Model 250 Workstation |
| 1189127 | IBM RS/6000 Model 250 Workstation |
| 1189172 | IBM RS/6000 Model 250 Workstation |
| 1189188 | IBM RS/6000 Model 250 Workstation |
| 1189205 | Telebit Modem Router |
| 1189221 | IBM RS/6000 Model 380 Workstation |
| 1189222 | IBM RS/6000 Model 590 Workstation |
| 1189230 | IBM RS/6000 Model 371 Workstation |
| 1527675 | IBM RS/6000 Model C10 Workstation |
| 1527680 | IBM RS/6000 Model 39H Workstation |
| 1527695 | IBM RS/6000 Model 380 Workstation |
| 1527713 | HP LaserJet 5Si MX Printer |
| 1700980 | Canon C LBP 360PS Color Printer |
| 1700998 | IBM RS/6000 Model C20 Workstation |
| 1701065 | Canon CLC1000 Color Copier |
| 1701073 | IBM RS/6000 Model 397 Workstation |
| 1701075 | IBM RS/6000 Model 397 Workstation |
| 1944521 | IBM RS/6000 Model 397 Workstation |
| 1944523 | IBM RS/6000 Model 397 Workstation |
| 1944532 | IBM RS/6000 Model 397 Workstation |
| 1944544 | IBM RS/6000 Model 397 Workstation |
| 1944566 | HP LaserJet 8000DN Printer |
| 1944568 | IBM RS/6000 Model F50 Workstation |
| 1944569 | IBM RS/6000 Model 397 Workstation |
| 1944575 | IBM RS/6000 Model 397 Workstation |
| 1944577 | IBM RS/6000 Model 397 Workstation |
| 1955856 | IBM Netstation Monitor |

ATTACHMENT E

CONTRACTOR SURVEILLANCE PLAN

TO BE SUBMITTED BY SUCCESSFUL OFFEROR
WITHIN 60 DAYS FROM THE
EFFECTIVE DATE OF THE CONTRACT